

BEFORE THE NORTH CAROLINA INDUSTRIAL COMMISSION

FILE NUMBER 17-769050

KEENYA REDD
(Hereinafter called "Employee")

FORSYTH COUNTY
(Hereinafter called "Employer")

PMA COMPANIES
(Hereinafter called "Servicing Agent").

AGREEMENT OF FINAL SETTLEMENT AND RELEASE

THIS AGREEMENT OF FINAL SETTLEMENT AND RELEASE, made and entered into this, the 7th day of July, 2017, by and between Keenya Redd, hereinafter called the Employee, and Forsyth County, hereinafter called the Employer, and by and through PMA Companies, hereinafter called the Servicing Agent,

WITNESSETH:

WHEREAS, the parties are subject to and bound by the provisions of the North Carolina Workers' Compensation Act and, on the 1st day of June, 2016, the relationship of Employer-Employee having existed; and

WHEREAS, the Employee alleges that she suffered an injury by accident arising out of and in the course of her employment as a Detention Officer when on June 1, 2016, she allegedly injured her left knee when she tripped on loose wires lying around her work station; and

WHEREAS, the Employee and Employer did not enter into a Form 21, Form 60 or Form 63 agreement for the payment of compensation because the Employer and

WHEREAS, the Employee filed a Form 18 on December 19, 2016 alleging that the Employee injured her left knee in June 2016 when she stood up from her work station and tripped on loose wires lying around her work station causing her to feel an immediate pop in her left knee followed by immediate pain; and

WHEREAS, the Employer and Servicing Agent filed a Form 61 on January 30, 2017 denying the Employee's claim for compensation pursuant to N.C.G.S. § 97-18(c) and (d). The Employer and Servicing Agent set forth their reasons for the denial of this claim, to wit, that the Employee did not injure her left knee by accident in the course and scope of her employment and that she failed to timely file notice of her alleged accidental injury as required by N.C. Gen. Stat. § 97-22, barring her claim; and

consideration of the things hereinabove received as having been done and the things hereinafter agreed to be done and the mutual agreements on the part of each of the parties, it is agreed as follows:

1. The Employer and Servicing Agent agree to pay or cause to be paid to Employee, and without commutation, the lump sum of TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00) in full and final settlement of all compensation due or to become due under and by virtue of the North Carolina Workers' Compensation Act for the claim that is subject to this agreement.

2. WHEREAS, Plaintiff-Employee contends that she suffered significant injury to her left knee while working for the Defendant-employer. Plaintiff-Employee's date of birth is and she is currently forty-one (41) years old, which calculates a statutory life expectancy under N.C.G.S. §8-46 of 37.4 years, or 448.8 months, or 1,944.8 weeks; and

WHEREAS, Defendant-Employer agrees to pay or cause to be paid to Plaintiff-Employee, the lump sum of Two Thousand (\$2,000.00) dollars in full and final settlement of all compensation due or to become due under and by virtue of the North Carolina Workers' Compensation Act and this is the only payment to which the Employee will be entitled to for her entire life for the injuries described herein above. This sum is strictly in consideration of Plaintiff-Employee's unpaid medical expenses, future lost wages and future medical expenses. No part of the consideration paid by the Defendants in the settlement of this claim is for medical expenses paid by a group health insurance carrier, or paid by any other entity. Accordingly, the payments described herein below are

deemed and intended by the parties to be lifetime payments pro-ratable over the plaintiff's expected remaining lifetime beginning the day after this agreement is approved by the Industrial Commission; and

WHEREAS, The Parties have agreed pursuant to Rule 04 NCAC 10A.0502(b)(6), Employee-Plaintiff will notify Morehead Memorial Hospital, Moses Cone Health System and Southeastern Orthopaedic Specialists in writing of her responsibility to pay the unauthorized/unpaid medical expenses as indicated in Exhibit A of this agreement, insofar as said payment is not in excess of the maximum allowed under G.S. 97-26; and

WHEREAS, It is anticipated that Five Hundred (\$500.00) dollars of this Two Thousand (\$2,000.00) dollar sum shall be paid to Plaintiff-Employee's counsel, and that Plaintiff is responsible for approximately One Thousand Eight Hundred Twenty-six dollars and Eighty-nine cents (\$1,826.89) in unpaid medical expenses leaving a total net recovery to Plaintiff-Employee of Zero (\$0.00) dollars as compensation for future wage loss over the Plaintiff-Employee's remaining lifetime and in lieu of those periodic workers' compensation benefits to which the Plaintiff-Employee may be or could have become entitled as a result of the injuries described herein above. This payment shall be allocated to the Plaintiff-Employee's expected lifetime beginning the day after this agreement is approved by the Industrial Commission. This sum shall be paid specifically as consideration for, and in lieu of, all wages which may have been earned by the Plaintiff-Employee over the remaining 37.4 years, or 448.8 months, or 1,944.8 weeks of her life at the rate of \$0.00 per month, or \$0.00 per week.

3. The Employer and Servicing Agent will not pay any medical bills or

expenses related in whole or in part for the treatment of the Employee's alleged left knee injuries occurring on about June 1, 2016. These bills will be paid by the Employee after negotiation with the medical providers, if needed. A list of the Employee's medical bills and payments is attached hereto and incorporated herein by reference as Exhibit A.

In recognition and in consideration of the interests of the parties who have paid the medical expenses of the Employee, the parties represent that the positions of the respective parties to the Agreement are reasonable as to the payment of medical expenses. The Employee will notify the healthcare providers of any disputed, unpaid medical expenses, in writing, of her responsibility to pay unpaid medical expenses as set forth in Exhibit A attached hereto, pursuant to 04 NCAC 10A.0502(b)(6). Any unpaid, disputed medical expenses will be paid by Employee in accordance with the fee schedule after approval of said medical expenses by the North Carolina Industrial Commission. The parties hereby acknowledge that the issue of payment of medical expenses is a material element to the Employer and Servicing Agent entering into this agreement.

4. Whereas it is not the intention of the parties to this Settlement Agreement to shift responsibility for future medical treatment that the Employee may need to Medicare at some future time. In considering these issues, the parties specifically considered the fact the Employee has not applied for Social Security Disability Benefits as a result of her alleged accidental injury of June 1, 2016 and the Employee is currently not Medicare eligible and has no reasonable expectation of becoming Medicare eligible related to the injuries that are the subject of this claim. In that regard, the parties have reasonably considered the interest of Medicare in reviewing all medical records related to this matter

and have in good faith determined that no allocation is needed. Therefore, no Medicare Set Aside has been established.

5. The Employer and Servicing Agent agree to pay or cause to be paid the costs of this proceeding before the North Carolina Industrial Commission.

6. It is understood and agreed by the Employee that in making this Agreement, she was not influenced by any representations or statements regarding her condition, the nature of her injuries, or any other matters concerning her claim before the North Carolina Industrial Commission, made by any person, firm, corporation, physician, or surgeon acting for or on behalf of the Employer or Servicing Agent; that the facts in connection with her employment and with her alleged injury or occupational disease and impaired physical condition, if any, are fully known, understood and comprehended by the Employee, and that her rights under the Workers' Compensation Act are thoroughly and completely understood by her. In making this Agreement, the parties hereto understand that the Employee's condition as a result of her alleged injury or occupational disease may be permanent, recurrent and progressive, and in making this Agreement it is understood that the sum of money paid herein and other agreements recited above are in full and final settlement of all claims of the Employee against the Employer and Servicing Agent as to claims under the North Carolina Workers' Compensation Act, including future medical expenses, change of condition and/or death benefits. The parties expressly waive the right, if any, to set aside this Settlement Agreement should the medical opinions made orally to the Employee by her health care providers, expressed in this Agreement, and/or in the medical records prove to be in error. Further, the parties

agree that this Agreement may not be set aside on the grounds that further or additional medical information or records exist or could be acquired. The parties affirmatively represent to the Industrial Commission that they have each had the opportunity and ability to obtain the medical and other records necessary to appropriately evaluate this claim and to enter into this Settlement Agreement.

7. The Employee agrees to accept the sums herein agreed to be paid to her or on her behalf, in full, final and complete settlement and satisfaction of any past, present and future claims, demands, suits, actions or rights of action of whatsoever nature and kind, which the said Employee now has or may hereinafter have or claim to have on account of the alleged accidental injury and/or occupational disease of June 1, 2016. It is with this sense of agreement that the said sums so agreed to be paid shall be accepted in full settlement and satisfaction of all claims arising out of the alleged accidental injury and/or occupational disease on June 1, 2016, whether presently existing, or presently known, or whether hereinafter existing, appearing or otherwise, and whether by virtue of things now existing or by change of conditions hereinafter. However, it is further agreed that no rights other than those arising under the provisions of the Workers' Compensation Act are compromised or released. The Employee knowingly and intentionally waives any right she may hereafter have to claim any medical expenses or indemnity compensation for the alleged injuries which are the subject of this agreement.

8. The parties to this agreement hereby waive any hearing before the North Carolina Industrial Commission, and in presenting this agreement for approval, they represent that they have made available to the Commission with said agreement all

medical information presently in their possession concerning the Employee's physical condition.

9. This agreement is made expressly subject to the approval of the North Carolina Industrial Commission and to the provisions of the North Carolina Workers' Compensation Act, and the same shall be binding upon the parties to this agreement only if and when the same shall have been submitted to and approved by said Commission either by the endorsement of its approval hereon or by the issuance of its award approving the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and Employee has adopted as her seal the "Seal" appearing beside her signature, all as of the day and year first above written.

Keenya Redd (Seal)
KEENYA REDD, EMPLOYEE

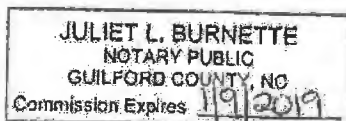
STATE OF NORTH CAROLINA

COUNTY OF Guilford

I, Juliet L. Burnette, a Notary Public in and for said County and State, do hereby certify that KEENYA REDD personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this, the 21 day of July, 2017.

My Commission Expires: 1/9/2019



Juliet L. Burnette
Notary Public

FORSYTH COUNTY, Employer

By: Jane Kestenbaum
Attorney

PMA COMPANIES,
Servicing Agent

By: Jane Kestenbaum
Attorney

By: Jane Kestenbaum

Jane Kestenbaum
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Consented to by:
Deuterman Law Firm

By: Michael Broome

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